

**UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

PARROT, INC.,)
a New York Corporation,)
)
Plaintiff,)
)
v.) C.A. No. 07-00280 ()
)
ONACLICK, INC., d/b/a SAT SYSTEMS,)
a Nevada Corporation)
)
Defendant.)
)

FIRST AMENDED COMPLAINT

Plaintiff, through its undersigned attorneys, states for its First Amended Complaint against Defendant as follows:

The Parties

1. Plaintiff Parrot, Inc. ("Parrot") is a New York corporation with its principal office in the State of Texas.
2. Defendant onAclick, Inc., d/b/a SAT Systems ("SAT") is a Nevada corporation with its principal place of business in the State of Nevada.

Jurisdiction and Venue

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(1) as the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the parties are citizens of different States.
4. This Court has jurisdiction over SAT because SAT has consented to the jurisdiction of this Court as part of its contract with Parrot.

5. Venue in this district is proper pursuant to 28 U.S.C. § 1391(a) and (c), because SAT is subject to jurisdiction in this district and because SAT has consented to venue in this district as a part of its contract with Parrot.

Breach of Contract

6. On October 11, 2005, Parrot and SAT entered into the Master Distributor Agreement attached as Exhibit A.

7. Pursuant to the Master Distributor Agreement, SAT promised to purchase from Parrot a certain number of a vehicle tracking telematic device known as CK 3500 at a price of \$210.00 per unit.

8. On March 28, 2006, Parrot and SAT modified, in part, the terms of the Master Distributor Agreement with respect to a specific shipment of 1500 units of the CK 3500 product.

9. Pursuant to the terms of the Master Distributor Agreement, the March 28, 2006 modification was set forth in a writing signed the parties. A copy of the March 28, 2006 modification is attached as Exhibit B.

10. The Master Distributor Agreement together with the March 28, 2006 written modification constituted a contract for the sale of goods from Parrot to SAT.

11. The parties' contract expired on October 31, 2006, and was not renewed.

12. Before termination of the parties' contract, and pursuant to the parties' contract, Parrot delivered to SAT 1497 units of the CK 3500 product.

13. SAT accepted the aforementioned 1497 units of CK 3500 product.

14. Pursuant to the parties' contract, SAT was obligated to pay \$210 per unit of CK 3500 product for a total amount of \$314,370.00. SAT has not paid Parrot any part of that amount.

15. With respect to the 1497 units of CK 3500 product delivered by Parrot and accepted by SAT, SAT's failure to fulfill its payment obligation constitutes a breach of the contract between Parrot and SAT.

16. Parrot has satisfied all conditions precedent to SAT's payment obligation.

Unjust Enrichment

17. This count is stated as an alternative to the breach of contract count set forth above and the allegations of paragraphs 1 through 16 hereof are restated and incorporated herein.

18. SAT received the benefit of the delivery of 1497 units of CK 3500 product.

19. It would be inequitable to allow SAT to retain this benefit without fully compensating Parrot for this benefit.

20. To avoid unjust enrichment, Parrot should be compensated in the amount of \$314,370.00 for the 1497 units of CK 3500 product delivered to and accepted by SAT.

WHEREFORE, Parrot requests that this Court enter a judgment against SAT for the full amount of damages to which Parrot is held to be entitled for SAT's breach of contract or unjust enrichment, including, but not limited to the unpaid price of \$314,370.00, plus interest, costs, expenses, attorney fees, and such other relief as this Court deems just and proper under the circumstances.

Dated: May 23, 2007

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

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